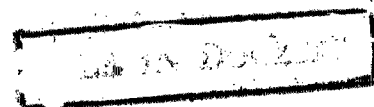


JAN 8 1973



FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1972

Among

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

AND

ORTNER FREIGHT CAR COMPANY

as Manufacturers

THE LIBERTY NATIONAL BANK AND TRUST COMPANY
OF OKLAHOMA CITY,

as Trustee under Trust Agreement dated as of December 1, 1972

(1972 Weyerhaeuser Trust)

6851-A
RECORDATION NO. _____ Filed & Recorded
JAN 17 1973 - 10 05 AM
INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of December 1, 1972, among GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and ORTNER FREIGHT CAR COMPANY (the "Manufacturers") and THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY not in its individual capacity but solely as Trustee (the "Trustee") under Trust Agreement dated as of December 1, 1972, as heretofore or hereafter restated and amended, relating to 1972 Weyerhaeuser Trust.

WHEREAS the Manufacturers and the Trustee have heretofore executed and delivered that certain Conditional Sale Agreement dated as of December 1, 1972 (the "Conditional Sale Agreement") providing for the construction, sale and delivery on the conditions therein set forth by the Manufacturers and the purchase by the Trustee of certain railroad equipment more fully described therein; and

WHEREAS the Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 9:35 A.M. on January 3, 1973 and was assigned recordation number 6851; and

WHEREAS the Manufacturers and the Trustee desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturers and the Trustee hereby covenant and agree that the Conditional Sale Agreement shall be and the same is hereby amended as follows:

1. By amending Section 15.1 by relettering clauses (c), (d) and (e) thereof to read (d), (e) and (f), respectively, and by adding a new clause (c) thereto reading as follows:

"(c) An Event of Default as defined in any Conditional Sale Agreement dated as of December 1, 1972 between or among the Trustee and Ortner Freight Car Company, General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company and PACCAR, Inc. shall have occurred and be continuing; or"

2. By renumbering Section 27 to read 29 and by adding a new Section. 27 and 28 reading as follows:

"SECTION 27. IMMUNITIES; SATISFACTION OF UNDERTAKINGS.

No recourse shall be had in respect of any obligation due under this Agreement, or referred to herein, against any person solely by reason of the fact that he is an incorporator, stockholder, director or officer, past, present or future of the Trustee or any Manufacturer, or against the Trustor under the Trust Agreement, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise; it being expressly understood that the obligations due under this Agreement are corporate obligations, and that no personal liability whatever shall attach to or be incurred by any person solely by reason of the fact that he is such incorporator, stockholder, officer, director or the Trustor under the Trust Agreement under or by reason of this Agreement, and that all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of such incorporators, stockholders, directors, officers or the Trustor under the Trust Agreement is forever released as a condition of and as consideration for the execution of this Agreement.

The obligations of the Trustee under Sections 2.5, 5, 7, 9, 10.2, 16.2, 16.7 and 19 hereof shall be deemed in all respects satisfied by the Lessees' undertakings contained in the Leases. The Trustee shall not be obligated personally to perform such obligations and shall not have any responsibility for the Lessees' failure to perform such obligations, but if the same shall not be performed, they shall constitute the basis for an event of default hereunder pursuant to Section 15 hereof. No waiver or amendment of the Lessees' undertakings under the Leases shall be effective unless joined in by the Trustee.

SECTION 28. REQUIRED PREPAYMENT RELATING TO INTERIM FINANCING BY CHEMICAL BANK.

It is contemplated that Chemical Bank ("Chemical") will execute with the Manufacturers an Agreement and Assignment pursuant to which, as referred to in Section 14 hereof, the Manufacturers will assign

certain of their rights hereunder to Chemical. It is further contemplated that on July 17, 1973, United Benefit Life Insurance Company ("United Benefit") will pay to Chemical, upon receipt by assignment from Chemical of all the rights of the Manufacturers hereunder assigned to Chemical, a sum equal to the aggregate amounts advanced by Chemical to the Manufacturers pursuant to such Agreement and Assignment. In the event the Manufacturers so assign their rights hereunder to Chemical, and United Benefit (or any other institutional investor substituting therefor) fails for any reason whatsoever on July 17, 1973 to pay such sum to Chemical in exchange for such assignment of rights, then on July 17, 1973 the Trustee shall prepay, without premium, the whole of the balance of the Conditional Sale Indebtedness then unpaid by payment of such Conditional Sale Indebtedness and accrued interest thereon to (but not including) such date at the office of Chemical at 20 Pine Street, New York, New York."

3. By amending Section 3.9 so that the reference to "Section 6" in the first sentence shall read "Sections 6 and 28" and the reference to "Sections 6.1, 15.3 and 23" in the last sentence shall read "Sections 6.1, 15.3, 23 and 28".

4. By amending Section 3.3(b)(2) so that the final date now reading "July 15, 1994" shall be "July 15, 1993".

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

(Corporate Seal)

ATTEST:

C. A. Hartung
Assistant Secretary

THE LIBERTY NATIONAL BANK AND TRUST
COMPANY OF OKLAHOMA CITY, as Trustee
under 1972 Weyerhaeuser Trust

By

Herman Wehringer
Its Vice President

(Corporate Seal)

ATTEST:

W. B. Thomas
Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

By

Harold Z. Smith
Its Vice President

(Corporate Seal)

ATTEST:

F. L. Linder
Assistant Secretary

ORTNER FREIGHT CAR COMPANY

By

R. C. Ortner
Its Vice President

STATE OF Oklahoma
COUNTY OF Oklahoma } SS

On this 15th day of January, 1973, before me personally appeared Wesley H. Wright, to me personally known, who being by me duly sworn, says that he is a Vice President of THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judy L. Sumner
Notary Public

(Seal)

My Commission expires: March 17, 1975

STATE OF Ohio)
COUNTY OF Hamilton) SS

On this 10th day of January, 1973, before me personally appeared R.C. Oster, to me personally known, who being by me duly sworn, says that he is the ~~Vice~~ President of ORTNER FREIGHT CAR COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Howard E. Parr
Notary Public

My commission expires: Notary Public, Hamilton County, Ohio
My Commission Expires August 19, 1973

STATE OF Illinois)
COUNTY OF Cook) SS

On this 8 day of January, 1973, before me personally appeared HAROLD E. SMITH, to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

[Signature]
Notary Public

My commission expires: October 28, 1975